

# Holland Patent Central School District District-wide School Safety Plan

*Commissioner's Regulation 155.17*

*Adopted: xx/xx/xxxx*

## Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

The district-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts are at risk of a wide variety of acts of violence, natural, and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response, and recovery with respect to a variety of emergencies in the school district and its schools.

**Holland Patent School District** continues to support this integral component of the SAVE Legislation through the regular review and updating of its contents. The Superintendent encourages and advocates this ongoing district-wide cooperation and support of Project SAVE.

## Public Health Emergencies – Communicable Disease

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential with justification for that determination.

- 2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.
- 4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Details on this Plan are included in Appendix A Public Employer Emergency Plan  
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## Section I: General Considerations and Planning Guidelines

### A. Purpose

**School District** District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Holland Patent Central Schools Board of Education, the District Superintendent appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

### B. Identification of Safety Teams

As referenced in the previous section, Holland Patent Central Schools has appointed a District-Wide Safety Team that includes, but is not limited to, representatives of: School board, Teacher organizations, Administrator organizations, School safety personnel, Parent organizations, Law enforcement, Student (at discretion of BOE) and other school personnel. The members of the team and their positions or affiliations are as follows:

Members Name	Title
Dr. Cheryl Venettozzi	Superintendent
Nick Panuccio	Asst. Supt. of Business & Finance
Bill Paolozzi	School Board Member
Kenneth Smith	Director of Facilities
Russ Stevener	HS Principal
Lisa Gentile	MS Principal
Sarah Vergis	HPE Principal
Kristin Casab	GWF Principal
Christopher Roberts	Transportation Supervisor
John Brown	CSEA President
Kevin Kalk	Barneveld Fire Chief
Ian Brucker	Holland Patent Fire Chief
Mike Anania	Westernville Fire Chief
Bill Sutherland	Stittville Fire Chief
Dan Schwertfeger	Floyd Fire Chief
Special Patrol Officers	Oneida County Sheriff (SPO)
Risk Management Coordinator	Utica National Insurance Rep.
Patty Cerio	BOCES Safety Office
Melissa Lowell	PPS Director/ CSE Chair
Kelly Healy	HS Asst. Principal

### **C. Identification of the Chief Emergency Officer (CEO)**

The Holland Patent Central School District has appointed Dr. Cheryl Venettozzi as the Chief Emergency Officer. The Board appointed Dr. Venettozzi on 12/1/2021.

The responsibilities of the CEO include, but not be limited to:

- a) Coordination of the communication between school staff, law enforcement, and other first responders;
- b) Lead the efforts of the District-Wide Safety Team in the completion and yearly update of the District-Wide School Safety Plan, by September 15<sup>th</sup> and the coordination of the District-Wide Plan with the Building-Level Emergency Response Plans;
- c) Ensure staff understanding of the District-Wide School Safety Plan;
- d) Ensure the completion and yearly update of Building-Level Emergency Response Plans for each school building by the dates designated by the Commissioner;
- e) Assist in the selection of security related technology and development of procedures for the use of such technology;
- f) Coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan by September 15<sup>th</sup> annually;
- g) Ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law Section 807.

### **D. Concept of Operations**

- General protocols reflected in the District-wide School Safety Plan guide the development and implementation of the Building Safety Plans. The District-wide Safety Plan sets forth the general procedures and protocols to be adhered to at each division and serve as the standard operating procedures.
- In developing the district-wide plan, key internal and external stakeholders were involved in order to garner the best local operational knowledge and the best emergency management and safety expertise in creating and revising the plan. The District is an integral part of the community and, as such, it is important that community stakeholders are involved and understand the role of the school district and its relationship to the safety of the community at large.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual division will be by the Building Emergency Response Team.
- Upon activation of the Building Emergency Response Team, the Superintendent or designee will be notified and, where appropriate, local emergency officials will also be notified. Efforts may be supplemented by county and state resources through existing protocols.

### **E. Plan Review and Public Comment**

- Pursuant to Commissioner's Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The district-wide plan may be adopted by the School Board only after at least one public hearing that provides for the

participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Board.

- Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption and no later than October 1<sup>st</sup> of each year. In addition, the Building Safety Plans will be sent to the New York State Police, Oneida County Sheriff's Office and the Local Police Agency(ies).
- This plan will be reviewed periodically during the year and will be maintained by the District-wide Safety Team. The required annual review will be completed on or before July 1st of each year after its adoption by the Board.
- While linked to the District-Wide School Safety Plan, Building-Level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provisions of the law, in accordance with Education Law Section 2801-a. Building-Level Emergency Response Plans will be provided to the New York State Police, Oneida County Sheriff's Office and Police Department(s) within 30 days of adoption and no later than October 1<sup>st</sup> of each year.

Task	Date(s)
District-Wide Safety Team annual review date	6/2024
District-Wide School Safety Plan – Public comment period (began & ended)	7/17//2024-8/19/2024
Public Hearing	8/19/2024
District-Wide School Safety Plan approved by Board	8/19/2024
District-Wide School Safety Plan posted to website	8/20/2024
URL of District-Wide School Safety Plan verified	<a href="https://www.hpschools.org/Page/2692">https://www.hpschools.org/Page/2692</a>

## **Section II: Risk Reduction/Prevention and Intervention**

### **A. Prevention/Intervention Strategies**

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance our ability to truly prevent any negative event from occurring. Prevention would always be preferred over risk reduction. However, not all such events will be prevented despite our best efforts. Therefore, we must formulate plans to intervene and reduce risk by minimizing the impact of any negative event.

This section will identify specific prevention and risk reduction strategies that have been implemented within the District. Many of these components serve as both prevention and risk reduction tools.

### **Program Initiatives**

The District recognizes the importance of programs and activities that improve the school climate and communication throughout the school community and that encourages the reporting of potentially dangerous, suspicious or violent behavior. Such efforts serve to improve the security,

safety and quality of life for all those in the community. The following is a partial list of such current initiatives:

- School Resource Officer Program/presentations
- Connected Community Schools
- Other programs, projects and activities

The district encourages all divisions to develop strategies that support a positive safe learning environment for students, such as community involvement in the schools, mentoring programs, or adjusting scheduling to minimize potential for conflicts or altercations.

### ***Training, Drills, and Exercises***

The District will ensure that each building conducts drills and exercises to test the components of their respective building-level plan. To comply with Education Law §807, each school must conduct 4 lock-down and 8 evacuation drills (12 drills total) each year. The use of tabletop exercises to accomplish this task in coordination with local and county emergency response and preparedness officials may be considered when live drills are impractical or not sufficient to meet training goals. Specific drills and training for various types of hazards will be conducted for staff and students on selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. This training will identify various types of hazards that could occur, response actions that should be employed, as well as training on violence prevention and mental health. Students should be informed, in a non-traumatizing way, about different types of responses that can be used. This type of training will be conducted before September 15<sup>th</sup> annually, new employees will be trained within 30 days of hire.

Each drill/exercise will be followed with a debrief session for all staff involved and suggestions/recommendations that will improve response actions and protocols in the future.

Additional drills will be held during summer school, if summer school is being conducted with one of the drills completed during the first week of summer school.

In addition, Early Dismissal drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures will be included in the test, and parents and guardians will be notified in writing at least one week prior to such drill.

By October 1<sup>st</sup> of each year, written information regarding emergency procedures will be given to students and staff.

The emergency back-up generators and lighting are also tested annually and all systems verified functional without electricity.

### ***Implementation of School Safety & Building Security***

#### **Routine Precautions by all staff**

All staff are expected to immediately report to their respective principal and/or supervisor about any information they have received or observations they have made regarding anything that could possibly impact the safety and security of anyone within the school community.

Note: Staff should always err on the side of safety and share such information each and every time. No detail is too small or inconsequential as individual staff may not be aware of all circumstances surrounding a particular student or concern.

### **Limited Access**

Each building is tasked with implementing this policy while tailoring it to the specific needs of their program. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day. Doors shall not be propped open so that safety, security and fire code regulations can be maintained. Those doors that may need to remain unlocked during a portion of the school/business day should be monitored in some fashion. All entrances are to be secured shortly after the start of the instructional/business day.

Once secured for the instructional/business day, the divisions may utilize an audio and/or video electronic, visitor access control system at their primary entrances that provides a means for school staff to remotely screen and approve visitors prior to actually granting them access into the building.

The District also utilizes a keyless entry / electronic access control system allowing specific access (designated days/times, buildings and entrances) to authorized personnel by presenting a programmed proximity identification card to a reading device at those entrances. This system also automatically unlocks and locks specific entrances to accommodate normal arrival, dismissal and after school activity.

### **Staff Photo Identification Badges**

All employees are issued photo identification badges that are to be **displayed at all times** while on District property to assist visitors, students and staff in identifying employees as well as possible intruders.

### **Visitor policy**

All visitors should report to the main office upon entry into the building. Visitors will sign-in and be issued a name badge, which needs to be visible at all times. Visitors are required to sign-in and out where they first entered the building.

Should an unannounced visitor appear at a classroom, office or be observed in the hallways without proper identification (visitor pass/name badge), staff may approach and inquire as to a subject's business or contact their school's main office immediately.

### **Student Sign-Out Procedures**



The District is diligent in ensuring that only those persons authorized to sign-out students are allowed to do so. Staff may also require a photo ID if the requesting party is unknown to them and may contact a parent or guardian for confirmation when deemed appropriate.

### **Video Surveillance**

A digital video surveillance system is in service to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

### **School Safety Assessment**

School safety assessment – a strategic evaluation and facilities audit to identify emerging and potential school safety problems.

### **Fire Alarm**

A fire detection alarm that is linked to a central monitoring station is in service at the District. These alarms and fire response procedures are tested regularly and consistent with New York State Education Department regulations.

### **School Resource Officer**

The District contracts with the Oneida County Sheriff's Office to provide a School Resource Officer on campus during the school day. The School Resource Officer acts as the liaison between students and staff and will field anonymous reports of acts of violence and bullying.

### **Random Drug Sniffing Canine Search**

The District may occasionally conduct canine searches throughout the school year.

### ***Vital Educational Agency Information***

The District maintains general information located at the District, including information on school population, number of staff, transportation needs, and the telephone numbers of key officials.

### **B. Early Detection of Potentially Violent Behaviors**

The District recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. As such, the District will ensure that appropriate school violence prevention and intervention training will be incorporated into all phases of staff professional development. Communication strategies are utilized to deter potentially violent incidents with the establishment of various programs.

Informative materials regarding the early detection of potentially violent behaviors shall be made available to the school community through various means that may include brochures, newsletters, and the district website.

Students, parents, and all staff are encouraged to share information regarding any student conflicts, threats or troubling behaviors with the appropriate school administrator so that an investigation can commence in a timely fashion if deemed necessary.

### **Strategies for Improving Communication Among Students and Between Students and Staff and Reporting of Potentially Violent Incidents**

The District recognizes the importance of good communication among students and between students and staff. All parties are encouraged to strive for improvement at all times. Sharing information is the first line of defense in keeping students safe. It is vital that students understand that reporting information about potential problems is a way of preventing harm to another. Reporting concerns that may impact on the safety and health of others is the responsibility of the entire District's community.

Short term and long-term strategies to bettering communication and preventing violence at the District include:

- Set clear expectations for students and communicate these standards to students, staff and parents. (Code of Conduct)
- Pay attention to what students are saying
- Encourage communication among parents, student, staff and community members
- Train staff to listen and question effectively
- Institute programs, initiatives and community service students to promote character development.

This communication may extend beyond District personnel to include members of the District Safety Team, Law Enforcement, Mental Health Professionals, etc., when deemed appropriate and within existing legal parameters.

### **C. Hazard Identification**

The list of sites of potential emergencies include: Main building, playground area, properties adjacent to the building, buses, off-site field trips, and commercial areas adjacent to school property. Each individual Building Health and Safety Team has assessed their own division for any unique hazards and has documented them on their respective Building-Level Emergency Response Plans. The District has developed multi-hazard response plans, based on the Incident Command System and the National Incident Management System (NIMS), for the following emergency situations:

#### **Multi-Hazard List**

<b>Hazard Category</b>	<b>Type</b>
Civil Disturbance	Bomb Threat, Intruder Alert, Hostage Taking, Kidnapping, Physical Assault or Threat
Environmental Emergency	Flood, Hazardous Materials Incident, Snow/Ice Storm, Tornado Warning, Thunder/Lightning Storm, Wind Storm, Fire, Explosion, Gas Leak
Building Failure	System Failure, Structural Failure

Medical Emergency	Sick/Injured Person, School Bus/Car Accident, Mass Illness/Epidemic, Influenza Pandemic/Pandemic
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### **Identified Onsite Hazards**

- Various chemical storage areas
- Welding/hot work area
- Indoor vehicle transportation areas
- Compressed gas storage areas
- Paint spray booths
- Areas of student congregation
- Student/teacher/administrator conference areas
- Boiler/mechanical rooms

### **Identified Offsite Hazards**

- Major highways (chemical transport)
- Airport (flight path)
- Railroad
- Certain industrial sites (refineries, etc.)
- Creeks

## **D. Construction and Capital Project Safety**

The District will take steps to ensure the safety and security of the students and staff during periods of construction. This requirement may include conducting background checks on workers, maintaining sufficient and appropriate emergency egress routes, and notifying building occupants of any changes.

The District Safety Committee, or a subcommittee thereof, may be involved in monitoring safety during construction projects as needed. The Committee may include: the Superintendent, Director of Facilities, members of the Safety Office, Administration team members, architect, construction manager, and contractors. The Committee will hold additional meetings as needed to review issues and address complaints related to health and safety resulting from the construction project.

## **Section III: General Emergency Response Planning and Response to Threats and Acts of Violence**

### **A. Notification and Activation (Internal and External Communications)**

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established through the participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plans. Internal communication is also of prime importance and will be specifically defined in each Building-Level Emergency Response Plan.

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. The District maintains a list of local law enforcement agencies, and the designation of the individual who is authorized to contact the law enforcement agencies.

The methods used for notifications of a disaster or an act of violence include the following possible forms of communication: Oneida County Emergency Services, telephone, e-mail, portable radio system, NOAA weather radio, District maintained website, intercom or PA system, local media, and others as appropriate or necessary.

The plans may specify that in the event of an emergency, or impending emergency, the District will notify all principals/designees within the complex to take the appropriate action.

The District may utilize the resources of the Oneida County Emergency E911 Center and other messaging means to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. The District may also use local media in some instances or post information on the website.

## **B. Situational Responses**

### ***Multi-Hazard Response***

In the event of a catastrophic emergency (fire, building collapse, etc.) the evacuation of the building and the preservation of life is the only consideration. It is anticipated that specific procedures outlined in this document, particularly as they relate to notifications, line of authority, etc., and may be violated in cases involving catastrophic emergencies.

There are many variables that could impact the manner in which the Building Emergency Response Team responds to a particular occurrence. These variables could include: time of day, weather, age of students, and location of students, anticipated response time of emergency responders, availability of support personnel, and availability of transportation. Specific emergency situations are identified and standard response procedures are detailed in the Building-Level Emergency Response Plans; however, given the aforementioned variables, it is impractical to try and map out the specific steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing injury and loss of life. In the event that the following response actions, emergency closing, early dismissal, evacuation, shelter-in-place, lockdown, lockout are activated, the following actions will be implemented. For example: a response protocol could include the following steps:

1. Assess the situation – Incident Commander/Designee
2. Response Action Implementation
3. Notification of Parents/Guardians
4. Recovery
5. Evaluation

Each Building-Level Emergency Response Plan includes procedures and actions that will be implemented in the event of the occurrence of a hazardous event. Such plans are not available to the public, nor are they to be included in the District-Level Safety Plan.

The District Superintendent is designated as the Chief Emergency Officer and Incident Commander during the initial response to any emergency at the District. The District Superintendent will provide leadership, organize activities and disseminate information with the assistance of the Emergency Response Team(s). If the District Superintendent is unavailable or not on site, a Designated Alternate will act in their absence with the same authority and responsibility.

### ***Response Protocols***

The District's selection of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings will be included in the Building-Level Safety Plans. The following possible protocols are provided as examples:

- ◆ Identification of decision-makers
- ◆ Plans to safeguard students and staff
- ◆ Procedures to provide transportation, if necessary
- ◆ Procedures to notify parents
- ◆ Procedures to notify media
- ◆ Debriefing procedures

In most instances where this level of school response is warranted, the District will be seeking assistance from outside emergency responders in resolving the situation. As such, the immediate objective is generally to contain and manage the incident until the emergency responders arrive on scene.

Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law. By contacting Oneida County 911, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

### ***Responses to Acts of Violence: Implied or Direct Threats Including Threats by Students Against Themselves, to Include Threats of Suicide***

The District's policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. In situations in which Implied or Direct threats of violence by students, teachers, other school personnel or visitors to the school have been made and recognizes the need to take immediate action.

The following types of procedure(s) may be used:

- ◆ Follow procedures outlined in the Code of Conduct
- ◆ Use of staff trained in de-escalation or other strategies to diffuse the situation.
- ◆ Inform Building Principal of implied or direct threat.

- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ Contact the appropriate law enforcement agency, if necessary and follow the Memorandum of Understanding developed collaboratively between local police agencies and the District.
- ◆ Monitor situations, adjust responses as appropriate, and include the possible use of the Emergency Response Team.

### ***Acts of Violence***

The District policies and procedures for responding to acts of violence by students, teachers, other personnel and visitors to the District will be included in the Building-Level Safety Plans. The following types of procedure(s) could be used:

- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ If the situation warrants, isolate the immediate area and evacuate if appropriate.
- ◆ Staff and Students are asked to inform the Building Principal/ Superintendent.
- ◆ If necessary, initiate a response procedure (Hold-In-Place, Lockout and/or Lockdown), and contact appropriate emergency response agencies. As well as follow the Memorandum of Understanding.
- ◆ Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
- ◆ Keep parents/guardians informed.

### **Responses to Violence (Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)**

The District requires all incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), to be reported immediately by employees and students and documented. With the realization that employees and students may otherwise be reluctant to come forward, all must maintain confidentiality. Individuals are assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

- The School Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports.
- Information on the reporting process for students and staff will be provided as part of the violence prevention training program.
- Each incident will be reported to and evaluated by a Threat Assessment Team for the purpose of compiling data and evaluating the Violence Prevention Program.

Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies (Law Enforcement, Fire and Emergency Medical Responders) are asked to participate on Building-Level School Safety Teams.

### ***Reporting***

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander, who should take the following steps:

- Report it to the Police Department;
- Secure the area where the disturbance has occurred;
- Ensure the physical safety/medical management of students/staff remaining in the area
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised;
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain; if necessary, evacuate or shelter as per the Building-Level Emergency Response Plans;
- Provide notification to Administration;
- Provide incident debriefing to students and staff as needed;
- Notify parents.

### *Investigation*

After the incident has occurred, the Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred;
- Record information;
- Identify contributing causes;
- Recommend corrective action;
- Encourage appropriate follow-up; and
- Consider changes in controls, policy and procedures.

### *Follow-up*

The District recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

### *Evaluation*

Emergency Response/Threat Assessment Team is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

### *Disciplinary Measures*

The Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

### *Code of Conduct*

The District has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting from

violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of the violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members. The Code of Conduct was updated and adopted by the Board on 2/13/2019, and then made available and posted on our website.

### ***Arrangements for Obtaining Emergency Assistance from Local Government***

Arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies include contacting 911 immediately. Additional support can be obtained by contacting the Sheriff, Local Police Departments, Local Fire Departments, and Oneida County Emergency Services.

### ***Procedures for Obtaining Advice and Assistance from Local Government Officials (see above)***

### ***Resources Available for Use in an Emergency***

District resources which may be available during an emergency include all of our facilities and other vehicles and trucks. We can also contact the Village and Town Highway Department for access to heavy equipment and other resources.

### ***Procedures to Coordinate the Use of Resources and Manpower during Emergencies***

The District will use the Incident Command System to coordinate the use of resources and manpower during emergencies.

### ***Protective Action Options***

Plans for taking the following actions in response to an emergency where appropriate will be included in Building-Level Emergency Response Plans:

#### ***School cancellation***

The cancellation or delay of District educational programs shall be made by the Superintendent or designee.

#### ***Early dismissal***

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. impending blizzard). The decision to dismiss early shall be made by the Superintendent or designee. Persons in parental relation will be notified through various communication platforms.

#### ***Emergency evacuation***

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. hazardous materials spill). The decision to evacuate will be made by the Principal or designee. Students and staff will be accounted for. In some cases, students and staff will be taken to an alternative location, off site.



### *Shelter-in-place*

Sheltering will be implemented if conditions inside the building is safer for students and staff (e.g. tornado warning). The decision to shelter on site will be made by the Principal or designee. If the sheltering period is to extend more than a few hours, arrangements to meet basic human needs will be accounted for.

### *Hold-in-place*

Hold in place will be implemented if conditions exist in the building to keep students and staff where they are (e.g. medical emergency). The decision to hold in place will be made by the Principal or designee.

### *Lockout*

A lockout will be implemented if there is a threat that exists outside of the building or vicinity (e.g. bank robbery). The decision to implement a lockout will be made by the Principal or designee.

### *Lockdown*

A lockdown will be implemented if there is a threat inside of the building (e.g. a violent act). The decision to implement a lockdown will be made by the Principal or designee.

### *Terrorist Threats & Activities*

In the event of terrorist threats or activities, the Principal shall be instructed by the Superintendent or designee to follow the recommended actions outlined by NYS Homeland Security. The actions recommended are based on the level of alert declared by the State and Federal governments.

### *National Terrorism Advisory System (NTAS)*

NTAS advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

### *Bulletin:*

Describes current developments or general trends regarding threats of terrorism.

### *Elevated Threat Alert:*

Warns of a credible terrorism threat against the United States.

### *Imminent Threat Alert:*

Warns of a credible, specific, and impending terrorism threat against the United States. Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on what indicators to look for and how to report suspicious activity. The *If You See Something, Say*

*Something*™ campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terrorist activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

## **Section IV: Recovery**

### **A. District Support for Buildings**

After an incident, the Crisis Plan will be initiated by the appropriate level Emergency Response Team. Necessary resources will be deployed in order to support the Emergency Response Teams and post-incident responders.

The Emergency Response Team and the Post-Incident Response Team will be supported in their efforts by all available in-agency resources and personnel as required by the nature of the emergency. The Emergency Response Team is available for support when necessary to assist all buildings in their response effort.

### **B. Disaster Mental Health Services**

The Building-Level Emergency Response Team will designate the Post-Incident Response Team in each school building to respond in crisis situations and help provide disaster mental health services as outlined in the Building-Level Emergency Response Plan for that building. The Department(s) affected may draw upon additional resources from existing pupil personnel staff, as needed. Depending on the nature of an incident, if a Department does not have the needed resources, services will be arranged for pupil personnel staff, such as school psychologists and school social workers, to assist on the Post-Incident Response Team. Employees will also be encouraged to seek assistance from the Employee Assistance Program (EAP). Depending on the scope of the situation, the Oneida County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-wide effort.

### **C. Forms and Recordkeeping**

The success of the Violence Prevention Program will be greatly enhanced by the District's ability to document and accurately report on various elements of the program along with training staff. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose. Records will be kept in accordance with record retention laws.

## **APPENDIX A**

### **Description of Duties, Hiring and Screening Process, Required Training of Hall Monitors and Other School Safety Personnel**

The process of establishing the duties for hall monitors and other school safety personnel shall rely on past practice, or be completed by civil service with consultation of the District, or shall be determined by the District pursuant to applicable Federal, State, County and Municipal guidance.

The District is an equal opportunity employer. The Civil Rights Act 1964 prohibits discrimination in employment because of race, sex or national origin. Public Law 90-202 prohibits discrimination because of age. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap.

The process of hiring hall monitors and/or school safety personnel will follow applicable Federal, State, County and Municipal laws & Guidelines. The qualifications for such positions will be established by civil service when applicable or by the Board of Education. On or after July 1st, 2001, all newly hired school personnel will be required to submit two sets of fingerprints for the purpose of background checks, consistent with the S.A.V.E. Legislation of 2000.

## **APPENDIX B**

SRO/SPO Memorandum of Understanding (MOU)

## **SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT**

This School District Special Patrol Office Agreement ("Agreement"), effective September 1, 2023, is by and between the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 ("County"), through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 ("OCSO") and Holland Patent Central School District, a political subdivision of the State of New York with its principal offices located at 9601 Main Street, Holland Patent, New York 13354 ("District"). The County and the District are each a "Party" and together, the "Parties."

### **WITNESSETH**

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to occur; and

WHEREAS, the District desires to engage the services of Special Patrol Officers ("SPOs") as defined in NYS General Municipal Law ("GML") §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of SPOs to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District

NOW THEREFORE, in exchange for the consideration hereinafter stated, the County and the District agree as follows:

1. Assignment of SPOs. The OCSO shall provide four and a half (4.5) full time equivalent ("FTE") SPOs to District schools, during the scheduled times which shall be established

by mutual agreement between the OCSO and the District. The OCSO will use a rotating staff of four and a half (4.5) FTE SPOs based off the availability of each SPO. The District will receive a maximum of 155 hours of service from the SPOs, collectively, per week, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2023 and expires on August 31, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term.")
3. Compensation.
  - a. Basic Payment. The County will pay the SPO's an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
  - b. For each hour of SPO time, the District will pay the County the hourly rate of \$26.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$29.34 per hour.
    - i. In the event that the County becomes responsible for payment of overtime wages for any SPO assigned to the District pursuant to the Fair Labor Standards Act, the District shall be responsible to pay the County the increased hourly rate associated with such overtime hours.
  - c. For the sake of clarity, the District shall be responsible for one hundred percent (100%) of the costs of the SPOs assigned to it during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
  - d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in such rates. The new pay rates shall become effective upon the date specified by the County. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future action by the County changing the rate of pay and/or fringe benefits could include retroactive increases to rates for which the District will be responsible, and that the same may be enacted after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next

payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is enacted after the expiration of this Agreement.

- e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the District.
  - f. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.
    - i. The County retains the right, in its sole discretion, to refuse the District's request for additional hours.
  - g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
  - h. Billing and Payment. The OCSO shall submit an invoice for payment of all sums due by the District pursuant to this Agreement to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice to the County within seven (7) days of receipt.
4. Supervision of the SPOs. The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. Provide security within the District facility that the SPO is assigned to in accordance with GML § 209-v.
  - b. Protect school property and maintain order in the school site.
  - c. Report violations of law.
  - d. Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.

- e. Act as liaison with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
- g. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO to the extent that the OCSO has adequate staffing to do so in the County's sole discretion. The OCSO shall notify the principal or designee of that school of the replacement SPO, if any.
- h. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
- i. The SPOS are prohibited from detaining or questioning students about their immigration status.
- j. The SPOs shall not take any action that would be considered student discipline. The SPO role is To protect the property and persons on the District premises. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- k. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

6. Additional Responsibilities of the OCSO.

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by the Parties that the OCSO will retain tactical control of all of the SPOs. The OCSO will provide SPOs who meet the requirements as prescribed in GML § 209-v.
- b. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent in the District.
- d. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the District.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.



- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to school facilities and personnel.
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of the program.
- f. Make recommendations to the designated supervisor and program adjustments as appropriate.
- g. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. District shall ensure all windows, doorways and locks are kept clear and secure.
- j. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property.
- k. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry ways and exits.

8. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive or confidential and subject to provisions of Federal and New York State law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act, New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- c. HIV-Related Information.
  - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title

18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "*

- d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. Requirements of New York State Education Law Section 2-d.

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:
  - i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;

- iii. Except for authorized representatives of the third-party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other person:
  - 1. Without prior written consent of the parent or eligible student; or
  - 2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Disputes/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District may terminate this Agreement with a thirty (30) day notice to the County.
- b. If programmatic issues occur that cause the OCSO to determine that termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.
- d. In the event that there are changes to the law that affect the County's ability to assign SPOs to a school district, this Agreement shall immediately terminate on its own. In such event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event

will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.

- e. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.
  - f. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of this Agreement. The necessary documents, notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.
  - g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
11. Independent Contractors. It is expressly understood and agreed that the legal status of the County, OCSO, and their officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation, unemployment insurance, and health insurance where applicable, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.
12. Indemnification & Insurance.
- a. The District agrees to indemnify, save, and hold harmless the County, OSCO, and their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants,

employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the County and/or the OCSO and its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
  - c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.
13. No Special Duty. Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The County and OCSO cannot promise or guarantee crime prevention, safety, or security.
14. Suspension of Work.
- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
    - i. In the event of a suspension and subsequent authorization to resume work, the County shall have up to thirty (30) days to secure adequate staffing to resume work, or notify the District that it is unable to do so and terminate this Agreement.
  - b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
15. Notices. All notices to the County should be sent to:

Oneida County- Law Department  
800 Park Avenue  
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

All notices to the District should be sent to:

Holland Patent Central School District  
9601 Main Street  
Holland Patent, New York 13354

16. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.
17. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.
18. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
20. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed.

For Oneida County

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

\_\_\_\_\_  
Date

For Holland Patent Central School District

\_\_\_\_\_  
Dr. Cheryl J. Venettozzi  
Superintendent of Schools

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney

## **ADDENDA A-1**

### **PARENTS' BILL OF RIGHTS**

A student's personally identifiable information (PII) cannot be sold or released by the District/BOCES for any commercial or marketing purposes. 2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right some time in the future. 3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred. 4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234. 5. Parents have the right to file complaints with the District/BOCES about possible privacy breaches of student data by the District's/BOCES' third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Dr. Cheryl J. Venettozzi, Superintendent, Holland Patent Central School District, 9601 Main Street, Holland Patent, NY 13354. Phone: 315-865-7200. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

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## **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Oneida County (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Holland Patent Central School District (the “District”) commencing and expiring on the dates set forth therein (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the District in the format in which it was received by Contractor and/or destroyed by the Contractor as directed by the District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the District in a Contractor’s product and/or service by following the District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by District in Contractor’s product and/or service by following the appeal procedure in the District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the District will be stored on the District’s computer network. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

## **CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN**

WHEREAS, the Holland Patent Central School District (hereinafter "District") and Contractor entered into an agreement for special patrol officer services (hereinafter "Agreement") which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the DISTRICT.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the DISTRICT's Data Security and Privacy Policy in the following way(s): Contractor will only use personally identifiable student data (as defined in 8 NYCRR 121.1) and teacher or principal data (as defined in 8 NYCRR 121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the DISTRICT's Parents' Bill of Rights for Data Privacy and Security and will comply with same.
  - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
  - b. Contractor will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
  - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the DISTRICT, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
  - d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
  - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or

principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: on an annual basis.

5. Subcontractors:

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected: Contractor will ensure that any subcontractors, third-party service providers, or other authorized persons or entities to whom the Contractor will disclose the personally identifiable student data and teacher or principal data, if any, are contractually required to abide by applicable data protection and security requirements consistent with those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law § 2-d; 8 NYCRR Part 121).

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. Contractor will promptly notify DISTRICT of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.

7. Termination of Agreement.

- a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. If requested within 15 days of termination of the Agreement, Contractor shall Return all data to the DISTRICT using a mutually agreed to format.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR 121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan.

Oneida County:

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **ADDENDA A-2**

### **Model Notification of Rights under FERPA for Elementary and Secondary Schools**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(I) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

# EXHIBIT A

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Protective Service: Sworn  
Revised: 09/10/15

## **SPECIAL PATROL OFFICER**

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

### **TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Provides security by standing in and patrolling public buildings;  
Protects and guards the public and employees in the designated publicly-owned property;  
Physically restrains unruly individuals;  
Escorts law enforcement agents, juries and witnesses to and from the courtroom;  
Provides general information to visitors on premises ;  
Checks to insure that all necessary documents and identifications are in order;  
Safeguards public property;  
Provides assistance in emergency situations;  
Maintains and updates records as required;  
Prepares incident reports;  
Distributes and posts appropriate documents and materials.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...



## **SPECIAL PATROL OFFICER**

page two

**MINIMUM QUALIFICATIONS:** Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

**NOTE:** In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

**SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS:** Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12

Revised: 06/29/12, 09/10/15

## **EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. AND DRUG-FREE WORKPLACE REQUIREMENTS.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,  
Albany, NY 12240. Notice shall include the identification number(s) of  
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for



the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

# APPENDIX C

## Remote Instruction Plan

**Holland Patent Central School District**  
**Emergency Remote Instruction Plan Appendix**  
**District-wide School Safety Plan (DWSSP)**  
**Required for the 2024-2025 School Year**

**Appendix C: Emergency Remote Instruction Plan (beginning 2023-2024)**

*This appendix addresses the 2022-2023 amendments of Sections 100.1, 155.17, and 175.5 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery under Emergency Conditions, and the amendments of Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery Under Emergency Conditions and Length of School Day for Approved School-Age and Preschool Programs Serving Students with Disabilities*

**INTRODUCTION**

The Holland Patent Central School District developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2024-2025 District-Wide School Safety Plan. Additionally, the plan adheres to guidance set forth in the following [Board of Education policies](#): 5071 PURPOSE, USE AND ADMINISTRATION OF DISTRICT DIGITAL INFORMATION SYSTEMS, 5073 DATA SECURITY AND PRIVACY POLICY, 6020 STUDENT ATTENDANCE, 1010 CODE OF CONDUCT.

**BACKGROUND INFORMATION**

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, **but are not required to**, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.



NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022.

Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

## **REMOTE INSTRUCTION**

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the Superintendent of Schools. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

## **UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES**

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day ([NYSED Part 175.5](#)).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

## **ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS/DEVICES)**

The Holland Patent Central School District shall survey families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in the SchoolTool database. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student's place(s) of residence. The chief executive officer (School Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

District procedures are followed to ensure computing devices are made available to students or other means by which students will participate in synchronous instruction.

**Holland Patent Central School District**

**EMERGENCY CLOSURE REMOTE LEARNING PLAN**

<b>POLICIES</b>	<p>The plan adheres to guidance set forth in the following <a href="#">Board of Education policies</a>: 5071 PURPOSE, USE AND ADMINISTRATION OF DISTRICT DIGITAL INFORMATION SYSTEMS, 5073 DATA SECURITY AND PRIVACY POLICY, 6020 STUDENT ATTENDANCE, 1010 CODE OF CONDUCT.</p>
<b>INTERNET AND DIGITAL DEVICE ACCESS</b>	<p>The school district provides all students in grades K-12 access to a personal computing device PK-1 iPads and 2-12 Chromebooks. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction.</p> <p>The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home.</p> <p>All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.</p>
<b>PEDAGOGY</b>	<p>All teachers in grades PK-12 will use Buzz, Google Classroom, or SeeSaw as their primary instructional platform.</p> <p>Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach <b>may include a combination of:</b></p> <p><b><u>Synchronous “Live” Instruction</u></b> – Using Google Meet or Zoom along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model.</p> <p><i>Teachers will make personal connections with all students during scheduled class times via SeeSaw, Google Meet or Zoom. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</i></p>

	<p><b><u>Asynchronous “Flipped” Instruction</u></b> - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion. These activities may include teacher/student synchronous interactions for a portion of the lesson.</p> <p><b><u>Authentic Independent Instruction</u></b> - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.</p>
<b>STUDENT EXPECTATIONS</b>	<p>All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.</p> <ul style="list-style-type: none"> <li>• All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Google Meet or Zoom: <ul style="list-style-type: none"> <li>○ Mute yourself on Meets or Zoom as directed by your teacher</li> <li>○ <b>Cameras are to be kept on during classroom meets</b> unless directed specifically by your teacher to do otherwise.</li> </ul> </li> <li>• Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable.</li> <li>• Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms.</li> </ul> <p>If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.</p>
<b>DAILY SCHEDULE</b>	<p>The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. Delays will be communicated and schedules will be adjusted. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters. MS and HS teachers must be available during the help period to assist students.</p>
<b>COMMUNICATION PROTOCOL: INTERVENTION</b>	<p>Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.</p>
<b>SPECIAL SERVICES</b>	<p>School districts are required to implement supports, services and accommodations, as indicated in students’ IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages</p>

	districts to apply a “lens of reasonableness” to their approach. Please see <a href="#">this document</a> for specific guidelines.
<b>NON- INSTRUCTIONAL SERVICES</b> <ul style="list-style-type: none"> <li>● <b>TRANSPORTATION</b></li> <li>● <b>FOOD SERVICE</b></li> <li>● <b>MAINTENANCE</b></li> <li>● <b>CUSTODIAL</b></li> <li>● <b>CLERICAL/ ADMINISTRATIVE SUPPORT</b></li> </ul>	When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.

### NYSED Plan Requirements

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction;
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity;
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and
6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.

### **INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS**

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the District Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement. A district remote instructional day is the same number of hours as an in-person instructional day

## **REPORTING**

### **• IMMEDIATELY**

Whenever a school building must close to instruction due to the activation of its District-wide School Safety Plan or Building-level Emergency Response Plan, a *Report of School Closure* must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a *Report of School Closure* must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding *Report of School Re-Opening*, via the NYSED Report of School Re-Opening portal.

The *Report of School Closure* is intended to provide immediate notification to the Commissioner regarding an emergency closure. The *Report of School Re-Opening* notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a *Report of School Closure* for routine snow days.

### **• ANNUALLY BY JUNE 30<sup>TH</sup>**

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30<sup>th</sup>.

### **• END OF THE SCHOOL YEAR**

The school district shall report Emergency Remote Instruction through the State Aid Management System at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time

NYSED's *Form A* is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and
- Beginning with the 2023- 2024 school year, that remote instruction was provided in accordance with the district's Emergency Remote Instruction Plan.

### **BOARD OF EDUCATION APPROVAL**

As part of the District-wide School Safety Plan, the school district's Board of Education shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.